477; *Linn* v. *Duquesne Borough,* 204 Pa. 551 54 Atl. 341, 93 Am. St. Rep. 800; *Southern Pacific Co.* v. *Hetzer,* 135 Fed. 274, 68 C. C. A. 26, 1 L. R. A. N. S. 288; *Johnson* v. *Wells Fargo & Co.,* 6 Nev. 224, 3 Am. Rep. 245; *Planters Oil Co.* v. *Mansell,* Tex. Civ. App. 43 S. W. 913; *Indianapolis & St. Louis R. Co.,* v. *Stables,* 62 Ill. 313; *Augusta R. Co.* v. *Randall,* 85 Ga. 297, 11 S. E. 706; *Giffen* v. *City of Lewiston,* 6 Idaho 231, 55 Pac. 545; *Railroad Co.* v. *Chance,* 57 Kan. 41, 45 Pac. 60; *Bovee* v. *Danville,* 53 Vt. 183.

EXECUTION—SECOND EXECUTION WHERE JUDGMENT IN REM.—Where judgment against a nonresident is based on substituted service and seizure of property under an attachment, *Held,* that the judgment creditor has not such a lien against the attached property as will, after the sale thereof and redemption therefrom, support a second sale on execution for the deficiency. *Herron* v. *Allen,* (S. D. 1913) 143 N. W. 283.

It is the general rule that property redeemed from an execution sale may be sold under a second execution to satisfy any deficiencies left under the first sale. *Flander* v. *Aumach,* 32 Ore. 19, 51 Pac. 447, 67 Am. St. Rep. 504: *Wood* v. *Colvin,* 3 Hill 228; *State, ex rel Allen* v. *Sherill,* 34 Ind. 57; *Allen* v. *McGaughey,* 31 Ark. 252; *Bodine* v. *Moore,* 18 N. Y. 347; *Green* v. *Stobo,* 118 Ind. 332. It will be observed, however, that this rule and the different theories advanced in its support have all been predicated on the doctrine that the judgment creates a general lien. See *Flander* v. *Aumach,* supra; *Seaman* v. *Galligan,* 8 S. D. 277; *Campbell* v. *Maginnis,* 70 Ia. 589; *Clayton* v. *Ellis,* 50 Ia. 590. But where the judgment is one in rem and based on substituted service and attachment, it is evident that the above rule should have no application. There is by virtue of a judgment in rem no general lien but only a special lien. Whether we adopt the view that the judgment itself creates the lien, or that the lien is created by the attachment and exists in an inchoate state until fully established by the judgment, the essential nature of the lien is not altered. It is a distinct and special lien on specific property, and under the well established rule must be regarded as terminated by the sale of the specific property to which it attaches. In such case there can be no second execution and sale.

INJUNCTION—ENCROACHMENT OF BUILDING.—Defendant erected a brick building on his land immediately adjoining the land of plaintiff. Through a mistake of the building contractor, the side wall of the building was not exactly vertical and, beginning at a place eighteen feet from the ground and extending to the eaves, the wall overhung plaintiffs property about an inch and a half. Plaintiff brought suit in equity for a mandatory injunction to compel defendant to remove the overhanging part. *Held,* that an injunction was properly refused. *Combs* v. *Lenox Realty Co.* (Me. 1913) 88 Atl. 477.

The court laid stress on the fact that the encroachment was unintentional and that the damage to the plaintiff was much less than the damage which the defendant would suffer were he compelled to remove the wall. The question raised in this case is one upon which there is much conflict in the courts of the United States. In accord are,—*Lynch* v. *Union Inst. for Savings,* 159 Mass. 308; *Harrington* v. *McCarthy,* 169 Mass. 492; *Norton* v. *Elwert,* 29